

TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Chris Kovanes, Programs Administrator, 797-1102

SUBJECT: Resolution

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, SUPPORTING THE IMPLEMENTATION OF A GEOGRAPHIC INFORMATIONAL SYSTEM INCLUDING INTERLOCAL COOPERATIVE AGREEMENT BETWEEN THE BROWARD COUNTY PROPERTY APPRAISER'S OFFICE AND THE TOWN OF DAVIE FOR THE DEVELOPMENT OF COMMON GEOGRAPHIC DATA.

REPORT IN BRIEF: Broward County Property Appraiser's Office, BCPA, has been collecting geographic data throughout the entire county for decades. BCPA has been cooperative with sharing this data; however, the Town has never been able to utilize most of this data due to using different software and an entirely different computer platform.

The Town with its progression moving from an Apple-based platform to a PC-based platform now will meet the minimum requirements to utilize BCPA's data. Now that the Town is moving towards a PC-based platform it is time to maximize our technology capabilities. Thus it is foreseen to progress with a Geographic Informational System in which data can be shared and exchanged between Local, State and Federal agencies.

This agreement is essentially the first step to creating a base map which all other data will be added through time building a powerful, useful Geographical Informational System, GIS. The County has partially completed mapping the Town parcel by parcel; however, it is in the Town's best of interest to have this completed as soon as possible.

BCPA has agreed to share the cost with expediting this project immediately. BCPA has agreed to complete the Town's base map based upon \$1.00 per parcel. It has been found that BCPA has charged up to \$6 per parcel in the past. Currently, BCPA has acknowledged 21,000 parcels unmapped thus the Town would agree to pay \$21,000 upon completion.

Currently, the Town is in the process of converting all the mapping data so once the transition occurs we are prepared. Software and hardware was priced and has been examined for use. Last, training is being planned and designed to meet the needs of all the various departments utilizing this technology.

The total cost of this project will not exceed \$90,000.

PREVIOUS ACTIONS: None.

CONCURRENCES: Not Applicable.

FISCAL IMPACT: \$90,000--funded out of Developmental Reserves-Building.

ADDITIONAL COMMENTS: Not Applicable.

RECOMMENDATION(S): Motion to approve the resolution.

Attachment(s): Resolution, Agreement

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, SUPPORTING THE IMPLEMENTATION OF A GEOGRAPHIC INFORMATIONAL SYSTEM INCLUDING INTERLOCAL COOPERATIVE AGREEMENT BETWEEN THE BROWARD COUNTY PROPERTY APPRAISER'S OFFICE AND THE TOWN OF DAVIE FOR THE DEVELOPMENT OF COMMON GEOGRAPHIC DATA.

WHEREAS, the Town of Davie will support the implementation and creation of a geographic informational system.

WHEREAS, the Town of Davie will enter this Interlocal Cooperative Agreement with Broward County Property Appraiser's Office.

WHEREAS, supporting this Interlocal Cooperative Agreement will produce vital data sets for the necessary base map containing but not limited to: land section / quarter section corners, section lines, recorded platted subdivisions with lots and blocks, dedicated rights-of-way, text attributes for the following features such as street names, lot, block, and parcel designation, lot / parcel dimensions, lot or parcel square footage.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1: The Town Council of the Town of Davie hereby supports the implementation and creation of a Geographic Informational System.

SECTION 2: The Town Council of the Town of Davie hereby supports the Interlocal Agreement between Broward County Property Appraiser's Office and the Town of Davie.

SECTION 3: This resolution shall take effect immediately upon the passage and adoption.

PASSED AND ADOPTED, THIS _____ DAY _____, 2001.

Attest:

MAYOR/COUNCIL MEMBER

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2001.

Interlocal Cooperative Agreement
between
the Broward County Property Appraiser's Office
and the
Town of Davie
for the Development of Common Geographic Data

The Broward County Property Appraiser, pursuant to Section 163.01, Florida Statutes, hereinafter referred to as "**BCPA**", and the **Town of Davie**, a political subdivision of the State of Florida, through their duly authorized officials, hereby agree to enter into this Interlocal Cooperative Agreement for the purposes of jointly developing data for their respective Geographic Information System (GIS), made and entered into this _____ day of _____, 2001, as follows:

I. PURPOSE

Whereas, both **BCPA** and the **Town of Davie** are engaged in the same process of developing a cadastral base-map for the **Town of Davie**, it is in the best interest of both parties to cooperate in a joint effort to accomplish this task. Therefore the **Town of Davie** and the **BCPA** agree to enter into this Interlocal Agreement for the purposes of further integrating the GIS data elements and providing a cohesive, accurate framework for future needs of Broward County and the **Town of Davie**.

This agreement shall provide the definition of tasks and time frames for completion of said tasks in order to provide for the efficient and orderly implementation of the parcel map coverage and associated data products. It is the intent of this agreement to provide a schedule of deliverable products and phases of delivery to the parties of this agreement.

It is the desire of both **BCPA** and the **Town of Davie** to cooperate in this effort to eliminate duplication of effort, increase an efficient working relationship to facilitate the future mapping and platting of subdivisions within Broward County, and reduce the cost of implementing an accurate cadastral coverage for this phase of the GIS county-wide and municipal GIS programs.

II. Authority

This Interlocal Cooperative Agreement is entered into pursuant to the general authority of Section 163.01, Florida Statutes, relating to interlocal agreements and the specific authority of Sections 5(3) and 5(6) of Chapter 73-594, Laws of Florida, as amended.

III. DEFINITIONS

"ARC/INFO?" means the geographic information system software product developed and licenses by Environmental Systems Research Institute, Inc. and adopted as the standard for Broward County, Florida.

"AutoCAD?" means the automated drafting/mapping system software product developed and licensed by Autodesk, Inc.

"Cadastral Data" means section corners, existing recorded subdivisions, deeded boundaries, rights-of-way and other geographic features, together with the underlying reference to land section control information.

"Geodetic Control" means the establishment, re-establishment of land section corners in accordance with proper land surveying procedures and referenced to the North American Datum of 1983 (NAD83) with the 1990 adjustment or as amended.

"Parcel Base Map" means the data consisting of graphic information relating to ownership and linked to the actual current ownership database information of the Property Appraiser's Office.

"Coordinate Geometry (COGO)" means the process of plotting the direction or angle, length, and shape (straight or curved) of lines based on survey information.

IV. Scope of Defined Services

This interlocal agreement sets forth the data that is common to the mapping requirements of both BCPA and the Town of Davie. This data will be developed for all the mappable parcels within the Town of DAVIE. The defined services will include:

1. Coordinate geometry of all section and quarter section lines.
 2. Coordinate geometry of all major roadways as defined by the Broward County Trafficways Plan.
 3. Coordinate geometry of all plat boundaries including blocks, right-of-ways, centerlines, lots, and tracts.
 4. Annotation of street names, lots, and block identification and dimensions.
 5. ARC/INFO? composite coverage of all information and creation of an AutoCAD? DXF composite file from the ARC/INFO? coverage.
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BCPA will be responsible for the management and coordination of the development effort as identified in this agreement. **BCPA** and the **Town of Davie** will perform joint reviews periodically during the course of the project development to assure conformance to the specifications.

The deliverable products will contain the following data sets:

1. Land section / quarter section corners
2. Section lines
3. Recorded platted subdivisions with lots and blocks
4. Dedicated rights-of-way
5. Text attributes for the following features:
 - a. street names
 - b. lot, block, and parcel designation
 - c. lot / parcel dimensions
 - d. lot or parcel square footage

All data will be prepared in an approved layer control format suitable to **BCPA** and the **Town of Davie**.

The deliverable products will include a composite ARC/INFO? Data file incorporating the referenced data sets. All data will be based on the state plane coordinate grid system and will incorporate the NAD 83/90 Adj. Base datum consistent with the Broward County Property Appraiser's Office. Files will be delivered on CD-ROM in DOS/Microsoft Windows format.

V. Compensation

The Town of Davie agrees compensate the Broward County Property Appraiser's Office to offset the development cost for this project. Based upon historical development efforts and associated costs, the per parcel fee is determined to be \$1.00. Both parties agree that there are approximately 21,000 mappable parcels for this project. Therefore, using the agreed upon figure of 21,000 parcels, the cost will be **\$21,000 (Twenty One Thousand Dollars)** for the parcel base-map.

The Town of Davie will remit payment to **BCPA** according to the following schedule:

Twenty One Thousand Dollars (\$21,000) upon satisfactory completion of the project.

VI. Schedule

The project will commence upon execution of this agreement and will be delivered in accordance with the herein-defined products within four (4) months of the date of this agreement.

Payment, approval, or notice of dispute shall be given within thirty calendar days upon receipt of the deliverable product and invoice.

Notice

Notice by either party to the other pursuant to this Interlocal Cooperative Agreement shall be given in writing as follows:

BCPA:

Mr. William Markham
Broward County Property Appraiser
Broward County Governmental Center
115 South Andrews Avenue, Room 111
Fort Lauderdale, FL 33301-1899

Town of Davie:

Mr. Tom Willi
Town Administrator
Town of Davie
6591 Orange Drive
Davie, FL 33314

V. Compensation

The Town of Davie agrees compensate the Broward County Property Appraiser's Office to offset the development cost for this project. Based upon historical development efforts and associated costs, the per parcel fee is determined to be \$1.00. Both parties agree that there are approximately 21,000 mappable parcels for this project. Therefore, using the agreed upon figure of 21,000 parcels, the cost will be **\$21,000 (Twenty One Thousand Dollars)** for the parcel base-map.

The Town of Davie will remit payment to **BCPA** according to the following schedule:

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Fort Lauderdale, FL 33301-1899

Town of Davie:

Mr. Tom Willi
Town Administrator
Town of Davie
6591 Orange Drive
Davie, FL 33314

VII. Construction

This Interlocal Cooperative Agreement shall be construed as an expression of inter-agency cooperation enabling each party to make the most efficient use of its powers in furtherance of their respective and common objectives. However, this Interlocal Cooperative Agreement shall not be construed as delegating or authorizing the delegation of the constitutional or statutory duties of either party to the other.

BCPA shall be the agency responsible for administering the contract between the consultants required in preparation of deliverable products defined in this agreement.

VIII. Termination

- A. The Parties agree that if either party shall fail to fulfill in a timely and proper manner its obligations under this agreement, or if either party shall violate any of the covenants, agreements, stipulations of this Agreement, the party shall thereupon have the right to terminate this Agreement. The Agreement can be terminated, by either party by giving the other party written notice not less than Thirty (30) days prior to such termination.
- B. Prior to action being taken by either party to terminate this Agreement, a sixty (60) day period shall precede such action during which both parties shall attempt to resolve whatever disagreement may exist. Such disagreement shall include those dealing with workmanship, cost of production, changes in content of this Agreement, and other issues not specifically noted in this Agreement. Failure of either party to negotiate such disagreement shall permit termination action to commence.

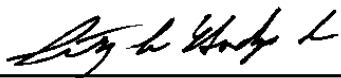
IX. Filing; effective date.

As required by Section 163.01(11), Florida Statutes, this Interlocal Cooperative Agreement shall be filed with the Clerk of the Circuit Court of Broward County, after execution by the parties, and shall take effect upon the date of filing.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date set forth above.

**BROWARD COUNTY
PROPERTY APPRAISER'S OFFICE**

TOWN OF DAVIE



William Markham, CFA, ASA
by: Anthony A. Hodge, Sr., Chief Deputy

Harry Venis
Mayor, Town of Davie

11/1/2001

Date: _____

Date: _____